



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

.....  
MONDAY  
.....

SEPTEMBER 21, 2020

6:00 P.M.  
.....

- A. PLEDGE OF ALLEGIANCE
- B. APPROVAL OF AGENDA
- C. CONSENT AGENDA
  - 1. SIGNATURES
  - 2. COUNCIL MINUTES
    - a. 09/08/2020 Council Meeting
    - b. 09/14/2020 Council Workshop Meeting
  - 3. COMMUNICATIONS
  - 4. COMMITTEE MINUTES
- D. PUBLIC COMMENTS
- E. POLICY AGENDA
  - 1. NEWS, PRESENTATIONS & AWARDS
  - 2. PUBLIC HEARINGS
  - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
    - a. Council confirmation of the Town Manager's appointment of Alex Konczal as the Tax Assessor for the Town of Hampden.
- F. COMMITTEE REPORTS
- G. UNFINISHED BUSINESS
- H. NEW BUSINESS
  - a. Request for amount from Reserve Funds of up to \$4000.00 from the Library Reserve Account 3-763-00 – *requested by Debbie Lozito, Library Director.*
  - b. Council award on Skehan Center Roof Replacement, *requested by Shelley Abbott, Recreation Director.*
  - c. Request for authorization for the expenditure of up to \$58,000 from Recreation Area Reserve Account (3-767-00) for the Skehan Center Roof Replacement.

Note: Council will take a five-minute recess at 8:00 p.m.

MONDAY

SEPTEMBER 21, 2020

6:00 P.M.

AGENDA

d. Request for \$15,000.00 from Personnel Reserve Account G-3-733-00 to pay for the Contract Planner.

e. Council consideration of Order Establishing Bid Procedures For Public Purchasing – referred from workshop.

I. MANAGER'S REPORT

J COUNCILOR'S COMMENTS

K. EXECUTIVE SESSION – Pursuant to 1 M.R.S.A. Section 405 (6)(A) – Personnel Matters  
- to include the Town Manager.

L. ADJOURNMENT

Note: Council will take a five-minute recess at 8:00 p.m.

FOR THOSE THAT WISH TO PARTICIPATE IN THE  
REMOTE HAMPDEN TOWN COUNCIL MEETING  
ON SEPTEMBER 21, 2020, AT 6:00 PM YOU  
MAY PHONE IN USING THE FOLLOWING  
NUMBER (FOLLOWED BY THE PIN #)

**1-904-240-4322      PIN 192 998 612 #**

OR-

FROM A LAPTOP OR A DESKTOP, YOU MAY GO  
TO THIS URL:    <https://meet.google.com/eut-sbzk-epm?hs=122&authuser=0> AND JOIN  
US THAT WAY

INSTRUCTIONS ARE POSTED WITH THE AGENDA  
AND SEPARATELY ON THE TOWN CALENDAR AT  
[WWW.HAMPDENMAINE.GOV](http://WWW.HAMPDENMAINE.GOV)

## **Using Google Meet to Participate in Hampden Town Council Remote Meetings**

### **How to join:**

1. Town Council members will receive an email or a Google Calendar Invite with a link to join the meeting.
2. People interested in joining will need to go to the link posted on the town events calendar at [www.hampdenmaine.gov](http://www.hampdenmaine.gov).
3. Anyone can also join for audio-only participation by calling the number provided on the town events calendar and then entering the PIN provided followed by the # symbol.

### **Protocols for Remote Meetings:**

1. Log in or call in at least 5 minutes before scheduled start of meeting.
2. For the audio portion, use either your phone or your computer microphone, not both.
3. Mute your phone or computer mic unless speaking. Remember to un-mute if you want to speak. To mute or unmute in Google Meet, click on the little microphone icon at the bottom of the screen; note you may need to move your mouse pointer around the bottom of your screen to get the bottom bar to appear.
4. Speak up if using a computer microphone or if using the speaker function on your telephone.
5. Do not rustle papers in front of your mic unless it's muted. Please minimize background noise.
6. If you're referring to a document, identify it including page or sheet number.
7. If using the video function, have a light source in front of you if possible. Try to avoid backlighting.
8. If you want to look good, have your camera mounted at eye level or above. Look at yourself on screen to check the lighting, camera position, what's in the background, etc. In Google Meet, you can do this "video check" when you open the program before you join the meeting.
9. If you are participating by audio only, identify yourself when speaking.
10. ALL votes will be by roll call.
11. After the meeting is adjourned, click on the red phone icon on the bottom bar to leave the meeting, or (obviously) just hang up the phone if that is how you are participating.

For detailed instructions on using Google Meet, please refer to their website:

[support.google.com/a/users/answer/9282720?hl=en](https://support.google.com/a/users/answer/9282720?hl=en)



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

C-2-a

MONDAY

SEPTEMBER 08, 2020

6:00 P.M.

*In Attendance:*

Mayor Ryder  
Councilor Jarvi  
Councilor McAvoy  
Councilor Marble  
Councilor McPike  
Councilor Wilde  
Councilor Wright - Remotely

Paula Scott, Town Manager  
Gayle C. Decker, Town Clerk  
Karen Cullen, AICP - Remotely  
Sean Currier, Public Works Director  
Amy Ryder, Economic Development Director  
Stephen Wagner, Esq. Rudman & Winchell  
John Higgins  
Valerie Webster

*Mayor Ryder called the meeting to order at 6:00 p.m.*

A. PLEDGE OF ALLEGIANCE

*Mayor Ryder led the Pledge of Allegiance.*

B. APPROVAL OF AGENDA

**Motion:** Councilor Wright made a motion to approve the agenda, seconded by Councilor Jarvi. Unanimous Vote 5-0

*Resolution: 162*

C. CONSENT AGENDA

**Motion:** Councilor Jarvi moved to approve the September 8, 2020 Consent Agenda, seconded by Councilor Wright. Unanimous Vote 5-0

*Resolution: 163*

1. SIGNATURES

2. COUNCIL MINUTES

a. 08/17/2020 Council Meeting

3. COMMUNICATIONS

- a. Victualer's License – Energy North Incorporated
- b. Victualer's License – Hannaford Bros. Co., LLC

4. COMMITTEE MINUTES

D. PUBLIC COMMENTS

Note: Council will take a five-minute recess at 8:00 p.m.

MINUTES

E. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS

2. PUBLIC HEARINGS

a. Proposed Amendments to the Town of Hampden Zoning Ordinance.

**Motion:** Councilor McPike made a motion to go into Public Hearing for the amendments of the Town of Hampden Zoning Ordinance, seconded by Councilor Jarvi.  
Unanimous Vote 5-0

Resolution: 2020 - 164

No public comments.

**Motion:** Councilor McPike made a motion to come out of Public Hearing, seconded by Councilor Jarvi. Unanimous vote 5-0

Resolution: 2020 - 165

**Motion:** Councilor Jarvi moved to accept the proposed amendments to the Town of Hampden Zoning Ordinance as written with the exception of Section 3.2.1 Multiple-family and with the exception of Section 4.7.2 buffers multi-family, seconded by Councilor Wright.  
Vote 5-1

Resolution: 2020 – 166

b. Proposed Amendments to the Town of Hampden Marijuana Ordinance.

**Motion:** Councilor McPike made a motion to go into Public Hearing for the amendments to the Town of Hampden Marijuana Ordinance, seconded by Councilor Jarvi.  
Unanimous Vote 6-0

Resolution: 2020 - 167

**Motion** after public comments and discussion: Councilor Wright made a motion to accept or approve the Marijuana Ordinance with the striking of the first sentence in Section 3.3.1, seconded by Councilor Jarvi.

After further discussion Councilor Wright called a question – the motion on the floor, which has been seconded has been to approve the marijuana ordinance with the striking of the first sentence in section 3.3.1 which is no customers or clients are permitted to visit the site for the purpose of purchasing any marijuana or related products, strike that and then I'd like to amend my motion to capitalize retail stores as it is a legal definition. Mayor Ryder called for a vote.

Councilor Jarvi clarified that calling the question is a vote to end debate, nothing more than that, and it requires a two thirds majority, which in this case would require five of the seven Council Members, we are simply voting to end debate. The motion before the floor is calling the previous question which is a motion to end debate– motion fails.

Note: Council will take a five-minute recess at 8:00 p.m.

*Resolution: 2020 - 168*

*After further discussion Mayor Ryder called for a vote on the Motion on the floor which is to eliminate the first sentence in 3.3.1 Vote 5-2*

*Resolution: 2020 - 169*

### 3. NOMINATIONS – APPOINTMENTS – ELECTIONS

a. Council appointment of Allene Frey to the Recreation Committee.

**Motion:** Councilor Jarvi moved Council appoint Allene Frey to the Recreation Committee, seconded by Councilor Marble. Unanimous Vote 7-0

*Resolution: 2020 - 170*

### F. COMMITTEE REPORTS

*Councilor Jarvi spoke that there has been no workshop since last Council meeting and that the next Workshop is tentatively for Monday September 14<sup>th</sup> at 6 PM. The likely agenda items are designation of the Town of Hampden as a “No Firearms Discharge Zone”, development of a policy for public sale/bid on town surplus items and change to fee structure based on the Marijuana Ordinance.*

### G. UNFINISHED BUSINESS

### H. NEW BUSINESS

a. Assignment of Credit Enhancement Agreement by Southstreet Development Company, LLC and ENI 98 Coldbrook Road, LLC. - requested by Amy Ryder, Economic Development Director.

*Amy Ryder, Economic Development Director addressed Council. She spoke that Southstreet Development Company, also known as Tradewinds, would like to assign their Credit Enhancement Agreement to Energy North, also known as ENI, Limited Liability Corporation.*

**Motion:** Councilor Jarvi moved Council approve assignment of Credit Enhancement Agreement by Southstreet Development Company, LLC to ENI Coldbrook Road, LLC, seconded by Councilor Wilde. Unanimous Vote 7-0

*Resolution: 2020 - 171*

b. Council award on DPW Truck Bid Process Results to replace truck #11, requested by Sean Currier, Public Works Director.

*Sean Currier addressed Council with discussion on the results of bids received to replace truck #11. He spoke in favor of the Freightliner of Maine vehicle with the existing HP Fairfield Equipment on it.*

Note: Council will take a five-minute recess at 8:00 p.m.

MONDAY

SEPTEMBER 08, 2020

6:00 P.M.

MINUTES

**Motion:** Councilor Jarvi moved Council award an amount not to exceed \$153,132.60 from operating budget 10-01-20-01 to Freightliner of Maine for the acquisition of a dump/plow truck, seconded by Councilor McPike. Vote 7-0

Resolution: 2020 -172

c. Review of Tax Rate Calculation Sheet.

I. MANAGER'S REPORT

Town Manager Scott spoke with an update on the status of the Transfer Station permit modification. In a nutshell, our permit modification is in the works and we just need to wait for the process to take its natural course. She spoke on receiving the court documents relative to the Coastal Resources facility going into receivership, along with notice of court orders given to the Town of Hampden, the Hampden Sewer Department and the Hampden Water Department. She spoke regarding the Sucker Brook Culvert and that the DPW Director received notice that the DEP grant application period for stream crossings and culvert replacement is about to begin and that we are once again going to apply for a grant to replace the crossing. She reported on construction news and that DOT will be doing more work on Emerson Road Bridge which will require nighttime road closures. She spoke that the Western Avenue sidewalk project has received its final inspection and that everything passed. She gave an update in areas of general operation. - Exhibit A

J. COUNCILOR'S COMMENTS

Council discussion on Constituents email sent to Town Council. - Exhibits B & C

Councilor Jarvi informed that the Skehan Center drop-in, co-ed senior fitness class, "Reshaping Retirement," is again being offered every Monday, Wednesday and Friday from 9-10 a.m. beginning Wednesday September 9<sup>th</sup>.

Councilor Ryder spoke on transparency to the public and saving the Town money.

K. ADJOURNMENT

Meeting adjourned at 7:45 p.m.

Respectfully submitted,  
Gayle C. Decker, Town Clerk

Note: Council will take a five-minute recess at 8:00 p.m.



**Memorandum**

TO: Town Council  
FROM: Paula Scott, Town Manager  
DATE: September 8th, 2020  
RE: Manager's Report

- I would like to update you on the status of the Transfer Station permit modification that I alluded to during the budget recap on July 27<sup>th</sup> when I spoke about brush still being hauled away in roll off containers. As you remember, in the fall of 2019 we built the gravel pad that would allow us to take in brush on a permanent basis rather than just for storms. In November of 2019, we received a surprise inspection at the Transfer Station and although we passed, there were minor changes that needed to be made to our operations, including updating our O & M Manual to reflect those changes. The Public Works Director's goal for 2020 was to submit an application to modify our permit to allow the brush, and began working on that application while simultaneously working on the Annual Transfer Station report which was due April 30<sup>th</sup> and had to be completed first. As you know, in late February, we were hit with the pandemic which shifted all of our gears and re-prioritized our previously established goals. This also affected operations at State agencies. Even though the modification application took a back seat, it was still completed and sent to the DEP on June 19<sup>th</sup>. On July 30<sup>th</sup>, I contacted our DEP field rep Mellissa Richards to follow up and to make sure that everything was good with our application. She assured me that it was and stated that there was only one minor change which was to the type of modification we were requesting – namely, we had checked off that it was a minor change and sent the fee in relative to a minor change. According to DEP, however, this is considered a major change and we had to send the additional fee. I asked if this had held up our application, and she told me it did not. She stated that it was actually still on her desk. I asked about the process and was told that she goes over our application, makes any changes or recommendations and then sends it to her supervisor to review. If her supervisor recommends any changes, it gets sent back to Mellissa who then has to incorporate those changes and once again, return it to her supervisor. Once the supervisor makes her final review, she sends it to the Commissioner for approval. At this point, I am satisfied that although the application was delayed, the delay was due in part to circumstances beyond our control, and not necessarily solely ours. In a nutshell, our permit modification is in the works and we just need to wait for the process to take its natural course.
- On August 27<sup>th</sup>, I received the court documents relative to the Coastal Resources facility going into receivership, along with notice of court orders given to the Town of Hampden, the Hampden Sewer Department and the Hampden Water Department. In a nutshell, we are mandated to maintain any and all utility services that we currently provide and are not permitted to foreclose on any liens.

Nor is the Water Department permitted to shut off their water for non-payment. These documents did not surprise me, as these are the same types of mandates we are subject to in a typical bankruptcy case. In other areas of the situation with Coastal, our Code Enforcement Officer and Chief Bailey met with Chip Reeves, Coastal's representative to go over some of the lingering building and plumbing compliance issues. As you may, or may not be aware, the facility was given a conditional occupancy permit on April 22<sup>nd</sup>, 2019 so that they could have an opening ceremony that would coincide with an Earth Day celebration. That conditional permit expired this April. Staff and I have been working with the MRC Executive Director and both entities' attorneys to use this down time to ameliorate those issues before a new operator enters the facility. Additionally, I would like to note that when I read the 24 page court order, I noticed that while there was a list of interested parties named on the document, the Town of Hampden was not one of them even though we still, at the time of the plant's shut down, had not received any pay back of the \$167,000 that Hampden fronted for the water line. While it may not be a lot of money in the grand scheme of things, it is a lot of money to us. I reached out to Ed indicating my interest-our interest in the recoupment of funds and he will be looking into it for us. Keep in mind that those funds came from the TIF account, which same TIF account might be utilized for the Sucker Brook Culvert replacement once the account is replenished – if not remedied before then.

- Regarding the Sucker Brook Culvert, I took a look at it this past week while I was out looking at other water issues on Murphy Lane on behalf of a resident who lives in that subdivision. Coincidentally, the DPW Director received notice this week that the DEP grant application period for stream crossings and culvert replacement is about to begin and we are once again going to apply for a grant to replace that crossing.
- In project construction news, I want to report that around September 14<sup>th</sup>, the DOT will have to be doing some more work on Emerson Rd. bridge which will require some nighttime road closures. They will be able to accommodate safe passage for local traffic in most instances, but there will likely be a few times that they won't be able to move because they will be in the middle of a pick.
- The Western Ave. sidewalk project has received its final inspection, and everything passed. Now that the inspectors have signed off, the DPW Director is working on the many State and Federal reports that need to be completed and submitted so that we can get reimbursed our 80% share – somewhere in the vicinity of \$233,000.
- In areas of general operation, we are close to narrowing to a replacement for the third position in the front office, and the new Assessor, Alex, is set to start on the 17<sup>th</sup>. All departments are currently looking to find ways to handle the challenges that we are still faced with from covid as we have to prepare for winter and how we are going to handle serving our customers with social distancing measures. Again, we ask the public be patient as we implement changes, and perhaps change them once we see what works and what doesn't.

J. Councilors' Comments: - Jarvi

Mr. Mayor,

I would like to inform viewers that the Skehan Center drop-in, co-ed senior fitness class, "Reshaping Retirement," is again being offered every Monday, Wednesday, and Friday from 9 to 10 AM beginning tomorrow, Wednesday, September 9. The fee is \$2 per person per session and participants are asked to provide their own exercise mat, hand weights and water bottle for personal use. Masks are recommended for entry/exit and participants will be limited to 50 individuals on a first-come, first-served basis. The building opens at 8:30 AM to warmup in advance of the class.

On a more significant note, it has come to the attention of Councilors that citizens have found some statements delivered during Councilor Comments as culturally insensitive. Article 4.11 of our Council Rules of Procedure states "The Councilor Comment section of the agenda is reserved for any Council member to discuss matters not previously mentioned on the agenda." Councilors most often use this time to inform our constituents of issues/items that may be of interest to them, but we must always be cognizant that Article 4 also covers decorum, "behavior in keeping with good taste and propriety." Clearly, some past remarks have not met that standard of good taste or conformed to conventionally accepted standards of behavior or morals.

While the revised Council Rules and Procedures are silent on the issue of sanctions, Article 4.4 does allow that "In all cases where parliamentary proceedings are not determined by the foregoing rules and orders, 'Roberts Rules of Order' shall be taken as authority to decide the course of proceedings."

While I cannot speak to the intent of my colleagues in remaining silent on this issue in the past, I felt it was unlikely I could change such deep-rooted behavior and more importantly felt the nature of these comments were delivered for the sole purpose of getting attention. Any response on my part, especially negative, gives the Council member exactly what they want whereas by completely ignoring them, they would be less likely to continue. Obviously, this has not been the case. The road better traveled is to work with the assembly member who we have concerns about. As such, I would kindly remind all Council members to refrain from any verbose embellishment to include potentially offensive narrative directed at other people, nationalities, or cultures. I chose to internalize the behavior of that colleague and not emotionally overreact. His actions represent him and not me, this Council, our exceptionally dedicated town staff, or this community.

Now I will publicly state that Roberts Rules of Order provides that continued improper decorum could lead to a motion to Censure as an assembly's expression of displeasure concerning a member's conduct and is a warning that the next step could be suspension, removal, or expulsion.

It need not come to this if we individually and collectively remember to keep our remarks in good taste.

Thank you and good night Hampden.



HAMPDEN TOWN COUNCIL WORKSHOP  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

C-2-b

MONDAY

SEPTEMBER 14, 2020

6:00 P.M.

*In attendance:*

Mayor Ryder  
Councilor Jarvi  
Councilor Marble  
Councilor McPike  
Councilor Wright  
Councilor McAvoy

Paula Scott, Town Manager  
Gayle C. Decker, Town Clerk  
Amy Ryder, Economic Developer Director  
Karen Cullen, AICP - Remotely  
Rich Armstrong  
Joshua Rollins  
Ron & Julie Francis  
Albert Valcourt  
Curt Slininger

A. CALL TO ORDER

*Deputy Mayor Jarvi called the meeting to order at 6:00 p.m.*

B. UNFINISHED BUSINESS

C. NEW BUSINESS

- a. Proposed Amendment to the Town of Hampden Fees Ordinance – add Article 2.19 Marijuana Ordinance, requested by Karen Cullen, Town Planner

*Karen Cullen, Town Planner addressed Council with discussion on Proposed Amendment to the Town of Hampden Fees Ordinance to add Article 2.19 to the Marijuana Ordinance. She spoke of fees being charged by other communities and that those fees range widely. Generalized discussion of Council was to have a fixed fee structure and that the Town is not intending to make money off a fee structure, only recovering costs of manpower.*

- b. Post Office Lease Extension, requested by Tina Lambert

*Town Manager Scott addressed Council with discussion on Post Office Lease Extension. Council in favor of extension with Town Manager Scott consulting with Town Attorney on possible renegotiation the lease for a higher, more equitable fee.*

- c. No Discharge Zone, requested by Councilor Jarvi

*Public comment and discussion on No Discharge Zone. Consensus of public was in favor of maintaining existing Ordinance. Referred to Town Manager for administrative review of existing Ordinance and map.*

Note: Council will take a five-minute recess at 8:00 p.m.

MONDAY

SEPTEMBER 14, 2020

6:00 P.M.

AGENDA

- d. Surplus Items Policy update, *requested by Councilor Jarvi*

*Town Manager Scott addressed Council on Surplus Items Policy Update. Generalized discussion on Surplus Items Policy. Referred to Town Manager to propose new language to the Council Order.*

- e. Discussion regarding town planning for future goals, *requested by Amy Ryder, Economic Development Director*

*Amy Ryder Economic Development Director addressed Council laying out a 5-10 year summary of the projects that are either underway or would like to be pursued and would like feedback on if it is something they feel is worth putting time and effort and money into. The projects she spoke on is the Solar Lease Project that is underway and expected to be completed in 2021: the Community Center Project; Broadband; the Waterfront which is more of a 5 – 10 year development plan; and the Town Center. Council favored Broadband efforts over the short term, continuing investment in solar energy. Consensus was to have detailed discussion on other projects at a workshop in the Spring.*

D. ADJOURNMENT

*Meeting adjourned at 7:20 p.m.*

Respectfully submitted,  
Gayle C. Decker, Town Clerk

Note: Council will take a five-minute recess at 8:00 p.m.



**TOWN OF HAMPDEN**  
**Certificate of Appointment**  
**by the Town Manager**

To: Alexander Konczal

Pursuant to: MRSA 30-A § 2601

The undersigned Town Manager of the Town of Hampden, Maine, does  
hereby appoint you as Tax Assessor.

Your term of office is from 08/26/2020 to 06/30/2021.

Given under my hand on this 26th day of August 2020.

Paula A. Scott  
Town Manager, Town of Hampden, Me.

H-a.



**Edythe L. Dyer Community Library**  
269 Main Road North, Hampden, Maine 04444 • (207) 862-3550

**To: Paula Scott**

**September 16, 2020**

**From: Debbie Lozito**

**Subject: Request for Reserve Funds**

The rubber roof and underlayment on the back of the library need to be replaced. At the same time we would like to add copper or zinc strips to the roof caps in an effort to stop moss growing. Work can be done by the same contractor doing the Skehan Center roof. Estimated cost is \$4000.00. I would like to request funds from the library reserve account 3-763-00 to pay for this work.

Thank you for your consideration,

Debbie Lozito, library director



# Current Account Status

09/17/2020

Page 1

## G 3-763-00 RESERVE ACCT / LIBRARY

-18,181.08 = Beg Bal

0.00 = YTD Net

-18,181.08 = Balance

0.00 = Adjust

0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
<b>Totals-</b>							<b>0.00</b>	<b>0.00</b>

## Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



## TOWN OF HAMPDEN

### Recreation Department

106 WESTERN AVE.  
HAMPDEN, ME 04444

TEL 862-6451

FAX 862-5067

September 17, 2020

To: Paula Scott  
From: Shelley Abbott  
Subject: 2020 Skehan Center Roof Replacement Reserve Request

During the FY21 budget season, it was discussed that the gymnasium roof at the Skehan Center was in need of replacement after experiencing ongoing leaks over the last several winters and substantial enough leaks in February 2020 that resulted in the cancellation of some programming. As a result, \$65,000 was allocated in the Recreation Area Reserve Account to replace the gymnasium portion of the roof during FY 21.

Public Works Director Currier spend time to look into cost effective solutions to replace the aging roof. Based on this research, a meeting was held in the spring of 2020 with the building owner and management team and the replacement with the use of a silicone based product was approved for use on the town's leased space. The product selected to be used per the bid (Uniflex 44-300 Silicone Coating) is the same product used approximately two years ago to rectify ongoing issues with the Town Office skylight. PW Director Currier completed an extensive spec sheet and bid package for the Skehan Roof Replacement bid process to include the product that had been approved for use by the building owner last spring.

Three bids were submitted, two of which included the spec product from certified installers. The third bid submitted included an alternative product. All three bids included a 10 year product warranty. I met with PW Director Currier this morning to review a side by side comparison of the products offered as part of the roof replacement bid.

Please consider my request to award the bid to Gates Construction and expenditure of funds from the Recreation Area Reserve account 3-767-00 in the amount of up to \$58,000 to include any additional incidentals that may occur during the replacement process that were unanticipated at the time of the job spec.

Thank you for your consideration.

A handwritten signature in cursive script, appearing to read "Shelley Abbott".

Shelley Abbott  
Recreation Director

**TOWN OF HAMPDEN  
PUBLIC WORKS DEPARTMENT  
SKEHAN CENTER ROOF  
BID SHEET**

September 15, 2020  
11:00 a.m.

BIDDER	BID AMOUNT		MEETS SPECS
Gates Construction Clifton	\$ 54,900.00		X
Marston Industrial Services Fairfield	\$ 86,900.00		X
Roof Systems of Maine a Tecta America Co. LLC Bangor	\$ 51,493.00		

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**Gates Construction**  
**5 Dubay Lane**  
**Clifton Maine, 04428**  
**(207)-735-6000**

# Hampden Gym

**Silicon Roof Project Quote**

## **SPECIFICATIONS**

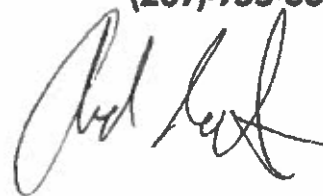
Material and labor Provided

## **Total Costs**

**\$54,900**

**Chadwick Gates**

**(207)-735-6000**

A handwritten signature in black ink, appearing to read "Chadwick Gates", is written over the printed name and phone number.



**Statement of Adherence to Uniflex Installation Guidelines for  
Uniflex 10 yr Warranty Program**

CONTRACTING COMPANY NAME: Gates Construction Inc.

To: Uniflex / Sherwin-Williams

We understand that per the Enhanced Warranty Program no site visits will be conducted by Uniflex Technical Department for Uniflex 10 year Labor & Material warranties.

With that said, please acknowledge this day of Sep 12, 2020 that our company

Gates Const Inc.  
(Name of Company) will complete and conduct a full inspection and bring

all installation of product and workmanship to a condition that meets or exceeds the Uniflex Liquid Applied Roof System specification requirements for warranty purposes. We also understand that no final site visit was carried out by any employees of Sherwin- Williams Co./ Uniflex Roofing Solutions after the final visit mentioned above.

Please acknowledge that Gates Const Inc.  
(Name of Company) confirms the above statements to be accurate and correct.

We also acknowledge that confirmation via the Uniflex Warranty Portal of successful completion of work shall be provided to Uniflex no later than 30 business days from project closeout. Finished project pictures and material invoices are required, these must be uploaded to the Uniflex Warranty Portal prior warranty being issued.  
Sincerely,

Authorized Contractor Name Signature: Chad Gates

Authorized Contractor Name Print: Chad Gates

DATE: 12 Sep 2020



SHERWIN-WILLIAMS

Rev. 6.2020 (E)

## AUTHORIZED PREMIER CONTRACTOR AGREEMENT

This Authorized Contractor Agreement ("Agreement") is entered into and made effective this day of September 14, 2020 ("Effective Date"), by and between contractor, as more fully described below ("Contractor"), and Uniflex Fluid Applied Roofing Systems, a business unit of The Sherwin-Williams Company, 101 W. Prospect Avenue, Cleveland, Ohio 44115 ("Uniflex").

Contractor Name: Gates Construction Inc

Address (City, State and Zip): 5 Dubay, Clifton, ME 04428

The purpose of this Agreement is to set forth the separate responsibilities of Contractor and Uniflex for providing successful applications of Uniflex roofing products and systems. Contractor and Uniflex hereby agree as follows:

1. **Appointment; Purchase and Sale of Products.** Uniflex manufactures and sells roofing and sealant products and systems ("Products") that are described on Uniflex's Product Data Sheets, web site and any other information supplied by Uniflex, including as may be revised by Uniflex from time to time (together, "Product Information"). Uniflex appoints Contractor as a nonexclusive Authorized Contractor for the installation of the Products, and Contractor agrees to use its best efforts to promote, sell, install and service the Products. Contractor agrees to remain current with any amounts that are owed on the purchase of any Uniflex Products and warranties. Contractor may only purchase Products from an authorized distributor of Uniflex Products and only sell Products to the owner of a project for which the Products will be installed ("Owner"). Uniflex warrants to the Contractor that its Products will conform to the Product Information.
2. **Installation of Products.** Contractor shall be solely responsible for installing the Products in a timely, safe, professional and workmanlike manner and in strict accordance with: (i) the project specifications, (ii) any instructions, directions and warnings contained in the Product Information and (iii) good roofing practice. Contractor will only install Products on projects where the Contractor is properly licensed under state and local law. Contractor will not install the Products unless Contractor has determined the suitability of the substrate and that the roof assembly in place upon which the Products will be applied is clean, smooth, dry and complies with all conditions set forth in the project specifications and Product Information. Contractor shall notify Uniflex immediately of any problems with the installation or performance of any Products.
3. **Inspection of Products.** Contractor agrees that Uniflex may, at any time before, during or after, inspect the installation of any Products, and Contractor agrees to participate in such inspection. Contractor further agrees that Uniflex may, in its sole discretion, require the removal and replacement of all or part of a Product installation as may be necessary to ensure that the Products have been installed in accordance with the project specifications, Product Information and good roofing practice. Contractor agrees to make any such repairs as Uniflex deems necessary for the proper installation and performance of the Products. All costs associated with such repairs shall be borne by Contractor. Uniflex may also request and Contractor agrees to make and repair core cuts to show proper installation of the Products.
4. **Uniflex Training Programs.** Uniflex agrees to make training programs available to Contractor. In order to maintain its Authorized Contractor status, Contractor agrees to continue to participate in training programs as may be offered by Uniflex from time to time. Training programs may include in-person training, on-line training and attendance at Uniflex University. If fees or costs are associated with any such training, Contractor agrees to pay the reasonable fees and costs for the training. Contractor is responsible for maintaining competent, qualified and trained personnel to ensure the proper installation of the Products.
5. **Uniflex Warranties To Owners.**
  - a. **Material Only Warranty.** Uniflex may issue a Material Only Warranty to the Owner if the Owner does not purchase, or if the installation does not qualify for, a Uniflex Material & Labor Warranty. The purchase price of all Products installed on the project must be paid in full for the Material Only Warranty to be effective. Material Only Warranty requests are not subject to warranty charges, however, roofs under 5000 square feet are capped to a 10-year warranty term.
    - This Limited Warranty shall not apply to claims, leaks, damages or conditions caused by or related to:
      - a. Failure to properly install the Coating System in accordance with the Uniflex recommended application instructions.

- b. Lack of roof maintenance in accordance with Uniflex's published maintenance guidelines.
- c. Earthquakes, tornadoes, hail, lightning, floods, hurricanes, winds in excess of 55 MPH or any other natural disasters.
- d. Movement, deterioration, cracking, failure, defects or faulty design, construction, installation or repairs of building components, including, but not limited to, the roof substrate, flashing system, walls, surrounding or adjacent materials, or equipment.
- e. Exterior or interior gutters.
- f. Exposure to chemicals and/or substances which may be harmful to the Coating System.
- g. Any acts of negligence, abuse, accidents, fire, vandalism, falling objects, war or other acts beyond the control of Uniflex.

**b. Material & Labor Warranty.** All Uniflex warranted projects require preapproval through the Uniflex warranty portal. Any projects commenced prior to approval being issued shall be subject to additional administrative fees and potential disqualification of the requested warranty. Uniflex will issue a Material & Labor Warranty to the Owner if (i) the specification requires the Warranty; (ii) Contractor provides information on the project, including, but not limited to, any roof inspection reports, photographs, drawings, specifications, and moisture analysis to Uniflex prior to quoting the project; (iii) Uniflex approves the project and Warranty in writing before installation begins; (iv) Contractor complies with the terms and conditions of this Agreement; (v) Uniflex has the opportunity to perform a final inspection of the installation; and (vi) all conditions set forth in the Warranty are satisfied, including payment in full of all Products installed on the project and the Warranty fee to Uniflex. In no event will Contractor obligate Uniflex to a Material & Labor Warranty without the prior written consent of Uniflex. Any roof project must meet a minimum of 5,000 square feet in order to qualify for Material and Labor warranty eligibility. Warranty charges apply and vary based on term and project size. Should a request for exception to this policy be approved, a flat fee of two-thousand three hundred dollars (\$2,300.00) would apply for roofs under 5,000 square feet.

**6. Contractor Warranty.**

- a. On projects where the Uniflex Warranty is for a period of up to ten (10) years, Contractor agrees to provide Uniflex with a Three (3) year Contractor responsibility period (from the completion date listed on the Uniflex Warranty issued via the Warranty portal document) in which the Contractor agrees to repair leaks and maintain roof to a watertight condition in response to calls from the Owner and Uniflex. All cost associated are the responsibility of the Contractor during the Contractor period.
- b. On projects where the Uniflex Warranty is for a period of fifteen (15) years, Contractor agrees to provide Uniflex with a Five (5) year Contractor responsibility period (from the completion date listed on the Uniflex Warranty issued via the Warranty portal document) in which the Contractor agrees to repair leaks and maintain roof to a watertight condition in response to calls from the Owner and Uniflex. All cost associated are the responsibility of the Contractor during the Contractor period.
- c. If Uniflex determines that the Contractor failed to install the Products in strict accordance with the project specifications, Product Information and good roofing practice, Contractor agrees to make any and all repairs Uniflex deems necessary for the proper installation and performance of the Products. All repairs shall be (i) made pursuant to Uniflex's specifications; (ii) completed promptly in a professional and workmanlike manner and in accordance with good roofing practices; and (iii) guaranteed for a period of twelve (12) months from the date of repair. Any costs associated with such repairs shall be borne by Contractor. Contractor will not make any repairs to any Products without first providing written notice to Uniflex.
- d. If, in Uniflex's reasonable opinion, Contractor fails to provide timely and proper service or repairs under the applicable Contractor warranty as set forth above, Uniflex shall have the right to perform such service or repairs with its own personnel, or hire a third party contractor, and charge Contractor back for all costs associated with such services or repairs.
- e. Contractor must keep a log of any request for service and repairs made during their Contractor responsibility period.

- 7. Compliance with Laws; Safety.** Contractor agrees that it shall, at all times, comply with all federal, state and local laws, rules, regulations, orders and ordinances that in any way relate to the Contractor's installation of any Products and other performance under this Agreement, including, but not limited to, employment laws, environmental laws, building code requirements, and any laws relating to the health and safety of its employees and the public. Contractor will establish and enforce a safety program for all of its work which meets or exceeds all federal, state and local laws, rules, regulations, orders and ordinances, including proper fall protection and other applicable requirements of the Occupational Safety and Health Act of 1970, and all other requirements for the safety of its employees and the public.
- 8. Independent Contractors.** The relationship between Uniflex and Contractor is that of Independent contractors, and nothing contained herein shall (i) give either party the power to direct and control the day-to-day activities of the other; (ii) establish a partnership, agency, joint venture, or employer\employee relationship between Uniflex and Contractor; or (iii) allow Contractor to create or assume any obligations or warranties or to incur any liabilities on behalf of Uniflex. All financial and other obligations associated with Contractor's business are the sole responsibility of Contractor. Contractor and its employees shall not represent themselves as agents or employees of Uniflex. Contractor shall be solely responsible for determining the specific techniques for completing its work, including providing the necessary tools and safety for completion.
- 9. Insurance.** The Contractor will maintain the following minimum insurance requirements during the term of this Agreement and through the end of any Contractor Warranty period hereunder:
- a. General liability insurance in an amount not less than \$1,000,000 for each accident/occurrence and not less than \$2,000,000 in the aggregate. Coverage must include Premises – Operations, Products/Completed Operations and Broad Form Contractual.
  - b. Commercial automobile liability insurance in an amount not less than \$1,000,000. Coverage must include Owned, Non-Owned and Hired vehicles.
  - c. Workers' Compensation coverage in statutory amounts for each state in which Contractor's employees perform any work.
- Upon execution of this Agreement and annually thereafter, Contractor shall provide Uniflex with certificates of insurance to verify these coverages. Uniflex shall be given at least thirty (30) days written notice of cancellation or other material change in any coverage. Uniflex and The Sherwin-Williams Company shall be named as additional insureds on the general liability and commercial automobile coverages.
- 10. Indemnity.** Contractor agrees to indemnify and hold Uniflex, The Sherwin-Williams Company and their directors, officers and employees harmless from and against any and all loss, costs, expenses (including reasonable attorney's fees), claims, demands, suits and damages (including bodily injury, illness or death of any person, or for any loss or damage to any property) in any way arising out of or related to (i) the negligence, intentional misconduct or any omission of Contractor or its employees, or (ii) any breach of this Agreement by Contractor or its employees.
- 11. Confidentiality.** During the term of this Agreement and at all times thereafter, Contractor and its employees will not use in any way for its own account, the account of any third party or to the detriment of Uniflex or The Sherwin-Williams Company, nor disclose to any third party, any Confidential Information disclosed, revealed or made available to it by Uniflex without the prior written consent of Uniflex. "Confidential Information" shall include information relating to Uniflex and its Products, including, but not limited to, formulations, specifications, technologies and trade secrets; and also any information not generally known related to Uniflex's Products, services, strategies, pricing, marketing, financial and technical information, sales and distribution information, and the identity and lists of actual or potential customers or Owners. Contractor will promptly return any Confidential Information upon termination of this Agreement.
- 12. Ethical Conduct.** Uniflex is committed to operating its business in accordance with the highest standards of social and environmental responsibility and ethical business practices and expects the same from third parties it conducts business with.



Contractor agrees to provide safe working conditions and to treat its employees with respect and dignity, to act ethically and responsibly, to use environmentally responsible practices in performing any work and to operate its business in full compliance with all applicable laws and regulations.

13. **Term and Termination.** The initial term of this Agreement is for a period of one (1) year from the Effective Date and thereafter shall automatically renew for successive one-year terms, provided that Contractor is in full compliance with all terms and conditions of this Agreement. Either party may terminate this Agreement (i) without cause upon thirty (30) days prior written notice, or (ii) immediately if either party breaches any material term of this Agreement or becomes financially unable to perform its duties hereunder. Termination shall be in addition to all other remedies available to a party in the event of a breach of this Agreement. In the event of any termination of this Agreement, any obligations which by their nature are intended to survive the termination hereof shall survive and remain in full force and effect, including those regarding Contractor's Warranties, Insurance, indemnity and confidentiality.
14. **Assignment; Subcontracting.** Contractor may not assign, subcontract or otherwise transfer this Agreement, or any work to be performed hereunder, without the prior written consent of Uniflex. Contractor shall be solely responsible for the work and compliance with this Agreement of any of its assignees or subcontractors.
15. **Miscellaneous.** This Agreement sets forth the entire agreement between the parties with respect to its subject matter and may not be amended or modified except by a writing signed by both parties. The failure of a party to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable, and any such provision shall be deemed modified to the extent necessary to make it enforceable. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, without regard to conflict of laws principles, and the parties agree that any litigation hereunder will be filed in a court of competent jurisdiction in the state of Ohio. Any notice required by this Agreement shall be in writing and delivered by (i) personal delivery; (ii) reputable overnight courier; or (iii) by certified or registered mail, return receipt requested, addressed to the other party at the address shown above or at such other address for which such party gives written notice.

The parties have signed this Authorized Contractor Agreement as of the Effective Date.

UNIFLEX FLUID APPLIED ROOFING SYSTEMS, A  
BUSINESS UNIT OF THE SHERWIN-WILLIAMS COMPANY

By (signature): Lucio Vasquez Digitally signed by Lucio Vasquez  
Date: 2020.05.20 13:31:12 -0400  
Uniflex Technical Manager

Printed Name: Lucio Vasquez

Title: Uniflex Technical Manager

12 Sep, 2020  
Date: \_\_\_\_\_  
By (signature): [Signature]  
Owner/Authorized Company Principal  
Printed Name: Chad Gales  
Title: President

7/2019

Technical Memo

**RE: Moisture Survey Requirements**

Moisture Survey must be performed within the guidelines of the Standard Practices for Moisture Surveying of Roofing and Waterproofing Systems by a person qualified and certified to provide proper interpretation of non-destructive moisture Survey data, requires knowledge of Infrared theory, moisture migration, heat transfer, environmental effects, and roof construction as they apply to roof moisture analysis.

A Moisture Survey is required for all L&M warranties (*excludes all Metal roofs that do not have cellular foam filled core*). The following are Uniflex standards related to Moisture Survey requirements.

1. 10/15-year warranties; contractor shall retain a copy of their Moisture Survey analysis report on file for the warranty period. Contractor shall submit a Uniflex Moisture Survey Analysis Affidavit during their warranty portal submissions.
2. 20-year warranties; contractor must submit a copy of their Third-party Moisture Survey Analysis report with their warranty submittal request. As a reference for Moisture Survey analysis report, reports must be conducted per C1153, ASTM D7954, D7954M - 15A, TAS 126-95 by a person certified to conduct such test.
3. Provide Moisture Survey analysis reports in accordance with the following industry standards, C1153, ASTM D7954, D7954M, - 15A and TAS 126-95 guidelines
4. All *gravel surfaced* BUR roofs require a mandatory *Third-Party* Nuclear Scan Analysis report to be submitted if a material and labor warranty is being requested.
5. Evidence of Approved and Calibrated Moisture detection equip must be provided upon request by Uniflex.
6. FLIR Level III certification is required for all Infrared Thermography submittals must be provided upon request by Uniflex.
7. All field data collected from non-destructive moisture testing is relative and must be quantified by core cuts. Additional core cut requirements may be requested by manufacturer.
8. Some Moisture Survey practices are not appropriate for all combinations of materials used in roofing and waterproofing systems.

Excess moisture trapped in roofing or waterproofing systems can adversely affect performance and lead to premature failure of roofing or waterproofing systems and its components.

These practices alone do not determine the cause of moisture infiltration into roofing or waterproofing systems; however, it can be used to help tracing excess moisture to the point of ingress. All field data collected from non-destructive moisture testing is relative and must be quantified by core cuts. Additional core cut requirements may be requested by manufacturer. Some Moisture Survey practices are not appropriate for all combinations of materials used in roofing and waterproofing systems. The need for Moisture Surveys are consistent with our market competitor requirements and published guidelines. See below for examples.

Regards,



Lucio (Leo) Vasquez  
Technical Quality - Manager - RRO, CCC, CGC Uniflex -  
United States

1. The first part of the document is a title page. It contains the title of the document, the author's name, and the date of the document. The title is "The History of the United States of America". The author is "John Adams". The date is "1776".

2. The second part of the document is a table of contents. It lists the chapters of the document and the page numbers where they begin. The chapters are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

3. The third part of the document is the main body of the text. It contains the full text of the Declaration of Independence, the Constitution, the Bill of Rights, the Federalist Papers, and the American Revolution.

4. The fourth part of the document is a bibliography. It lists the sources used in the document. The sources are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

5. The fifth part of the document is an index. It lists the topics covered in the document and the page numbers where they are discussed. The topics are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

6. The sixth part of the document is a glossary. It defines the terms used in the document. The terms are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

7. The seventh part of the document is a list of footnotes. It contains the footnotes for the document. The footnotes are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

8. The eighth part of the document is a list of references. It contains the references for the document. The references are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

9. The ninth part of the document is a list of appendices. It contains the appendices for the document. The appendices are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

10. The tenth part of the document is a list of indexes. It contains the indexes for the document. The indexes are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

11. The eleventh part of the document is a list of tables. It contains the tables for the document. The tables are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

12. The twelfth part of the document is a list of figures. It contains the figures for the document. The figures are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

13. The thirteenth part of the document is a list of maps. It contains the maps for the document. The maps are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

14. The fourteenth part of the document is a list of photographs. It contains the photographs for the document. The photographs are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

15. The fifteenth part of the document is a list of audio files. It contains the audio files for the document. The audio files are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

16. The sixteenth part of the document is a list of video files. It contains the video files for the document. The video files are "The Declaration of Independence", "The Constitution", "The Bill of Rights", "The Federalist Papers", and "The American Revolution".

## **BID FORM**

Roof Repair/Coating Price \$ 86,900.00

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Addendum #1 Acknowledgement \_\_\_\_\_

Addendum #2 Acknowledgement \_\_\_\_\_

Addendum #3 Acknowledgement \_\_\_\_\_

### **Town of Hampden, Maine**

Marston Industrial Services

**Company Name**

Jim Marston

**Company Representative**

109 Ridge Road Fairfield Maine 04937

**Company Address**

*Jim Marston*

**Signed**

**\*\*The roof repair/coating shall be completed prior to freezing conditions, (Fall, 2020)\*\***

# **Marston Industrial Services**

109 Ridge Road  
Fairfield Maine 04937  
Phone 207 872 6242  
Fax 207 872 0451  
Cell 207 514 4816  
marston@ghi.net

**9/15/2020**

***Marston Industrial is a specialty contracting company specializing in Industrial painting, roof coatings and linings and Concrete repair, utilizing UHP 40,000 psi water blasters, plural component spray machines gunite concrete repair materials etc. We started in Aug of 2006 working all over New England and beyond annual amount of work 1.5-2 million we have 12-14 full time employees We are finishing up a roof coating job at ND Paper in Rumford in the next 2 weeks of 140,000 sq ft Job Ref***

***Regis Saucier ND Paper  
207 369 2557***

***John Dutcher Rockland WWTP  
207 691 3660***

***Jay McGee Portland Pipeline  
207 767 0451***

***Jamie Harris Irving Oil  
506 333 2111***

***City of Rutland (Clarifiers and Water Tanks)  
Scott Taggart 802 773 0379***

***Bill Ouelette Penta Corp  
603 476 5525***

***Walt Shorey ATS  
207 318 2553***

**BID FORM**

Roof Repair/Coating Price \$ 51,493.00

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Addendum #1 Acknowledgement N/A

Addendum #2 Acknowledgement N/A

Addendum #3 Acknowledgement N/A

**Town of Hampden, Maine**

Roof Systems of Maine a Tecta America Co. LLC

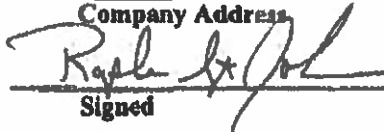
Company Name

Raphe St. John / Service Manager

Company Representative

332 /Target Industrial Circle Bangor Maine 04401

Company Address



Signed

**\*\*The roof repair/coating shall be completed prior to freezing conditions. (Fall, 2020)\*\***

# ROOF SYSTEMS OF MAINE

## A TECTA AMERICA COMPANY

September 15, 2020

[publicworks@hampdenmaine.gov](mailto:publicworks@hampdenmaine.gov)

Sean Currier  
106 Western Avenue  
Hampden, ME. 04444

RE: Skehan Center Roof Bid (Approx. 13,000 sq/ft)

Dear Sean,

We are pleased to quote you our price of **\$51,493.00** to complete the following

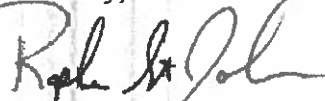
1. Set up Safety for OSHA compliance.
2. Apply Pro-Prime P-120, let stand 15-minutes and then rinse.
3. Pressure wash area of roof to receive coating.
4. Install PM, FT 500 Butyl Fleece Tape flashing around penetrations as needed.
5. Apply PM, FG 400 series sealant on horizontal seams, exposed fasteners, around penetrations and around any detail work.
6. Apply first coat, PM, Pro-Eco Sil HS 3200 Series, White coating over entire roof areas and allow to cure.
7. Apply final coat, PM, Pro-Eco Sil HS 3200 Series, White coating.
8. Apply PG700 pro-grip walkway coating between HVAC units.
9. Apply PG750 pro-grip walkway granules.
10. Complete clean up of our trade.
11. **Manufacturers 10 year warranty is included with this scope of work.** Inspections will be necessary after cure time of final coat and during the second year.  
Complete clean up of trade.

**NOTE:**

- This scope is in attached for clarification and is in addition to the completed Bid form.
- Any deteriorated decking/insulation encountered will be replaced on a time and material basis if needed.
- Snow removal / winter conditions are not included in this proposal.
- No addendums are present to our knowledge at time of bid.

*Roof Systems of Maine has been in business for over 40 years and has done several projects for the town of Hampden including Hampden Academy with Dave Greenier and others.*

Thank you for allowing us to bid this project. If you have any questions please feel free to call.  
Sincerely,



Raphe St. John  
Service Manager

*Prices valid for 30 days from the above date.*

332 Target Industrial Circle Bangor Maine 04401

Tel: 207-947-0195 Fax: 207-947-1041

[info.rsm@tectaaamerica.com](mailto:info.rsm@tectaaamerica.com)

## **Silicone Roof Coating Restoration (RCR) System over EPDM Membranes**

# **Installation Overview**

**Note:** The following instructions are an overview of the Silicone Roof Coating Restoration installation process; they are not intended to replace the Recommended Design Specifications at [PMsilicone.com](http://PMsilicone.com).

### **Cleaning:**

1. Apply Pro-Prime P-120 EPDM Rinseable Cleaner to roof surface.
2. Let Pro-Prime P-120 stand for 15 minutes and then rinse off.
3. Powerwash entire roof surface and all other areas to receive new coating.

### **Surface Prep:**

4. Roof areas greater than 500 square feet containing moisture below the roof surface need to be replaced.
5. Roof areas less than 500 square feet containing moisture below the roof surface need to have a moisture relief vent installed.
6. Any flashings that do not provide a watertight condition receive 4" FT 500 Butyl Fleece Tape and 25 mils of Pro-Eco Sil HS 3200 Silicone Roof Coating over the tape.
7. All membrane seam failures receive 4" FT 500 Butyl Fleece Tape and 25 mils of Pro-Eco Sil HS 3200 Silicone Roof Coating over the tape.
8. For 15 or 20 year warranties, all membrane seams receive 4" FT 500 Butyl Fleece Tape.
9. Repair or replace any sheet metal that does not provide a watertight condition.
10. Identify and replace all fasteners that are loose or backed out.
11. Any membrane cuts should be repaired with 4" FT 500 Butyl Fleece Tape and 25 mils of Pro-Eco Sil HS 3200 Silicone Roof Coating over the tape.

### **Coating Installation:**

12. Ensure the surface is completely dry.
13. Install silicone at a rate of:
  - a. 20 mils minimum for a 5 year warranty
  - b. 25 mils minimum for a 10 year warranty
  - c. 30 mils minimum for a 15 year warranty
  - d. 35 mils minimum for a 20 year warranty





### Full System Watertight Warranty

Building Owner: *Sample*  
Building Name & Address: *Sample*

Warranty #: *Sample*  
Roof Size: *Sample*  
Completion Date: *Sample*  
Warranty Period: *XX Years*

Certified Licensed Applicator: *Sample*

Progressive Materials, LLC (hereinafter referred to as PM) warrants to the owner that for a period of XX years from the completion date listed above, the Spray Polyurethane Foam and PM Silicone Roof Coating will not leak water into the building due to:

1. Ordinary wear and tear by the elements, or
2. Improper workmanship in the installation of the PM products

PM shall for the term of this warranty repair any such leaks at no cost to the owner upon proper installation of the PM products by a Certified Licensed Applicator in accordance with PM installation guidelines.

#### Exclusions and limitations to this warranty shall include:

1. PM shall not be liable for any damages caused to the substrate or any underlying materials.
2. PM shall not be liable for the contents of the structure, or for consequential or incidental damage, whether in contract or in tort, including negligence. PM shall not be liable for and Owner expressly waives any claims against PM for such direct, indirect, or consequential damages.
3. PM shall not be liable for any discoloration or change in visual appearance due to the accumulation or streaking of dirt or other airborne materials deposited on the roof surface from the atmosphere.
4. Non-leaking blisters are specifically excluded from coverage.
5. PM shall not be liable for damage or failure of the PM system caused by or due to:
  - a. Lightning, earthquake, hurricane, tornado, hail, windstorm, fire, or other acts of God.
  - b. Settlement, movement, deflection, warpage, distortion, displacement or any other failure of the structure or the failure of any component under the PM System.
  - c. Cracks, breaks, or openings in the substrate to which the PM System was applied.
  - d. Alterations or additions to, encroachment upon, or erections of structures on the PM System unless performed by a PM Certified Licensed Applicator, or any use of the PM Roof System other than for its intended purpose. Any repairs or alterations performed on the PM Roof System other than by a PM Certified Licensed Applicator or with any materials not recommended by PM shall immediately void this warranty.
  - e. Penetrations, vandalism, damage or attack by individuals, foreign objects, chemicals, animals, or plant life. Any damage due to birds, is covered by this warranty.
  - f. The use of the finished roof surface for walking areas or recreation areas or other unusual activities or unintended uses.
  - g. Failure of the owner to use reasonable care in maintaining the roof system. This shall include inspecting the system twice per year and performing maintenance as required in accordance with industry standards. Owner must maintain complete maintenance records including inspection reports, reported problems and repairs completed. Failure to properly maintain the roof system may void this warranty.
  - h. Leaks due to infiltration of moisture through walls, copings, flashings, or any other part of the building structure except the PM Roof System.
6. In no event shall PM's liability under this Warranty exceed the original amount of the contract between the Certified Licensed Applicator and the Owner for the cost of the roof system.

#### Owner Obligations

1. In the event of a roof leak, owner shall within 48 hours of the event, notify PM in writing.
2. Owner hereby gives PM the right to inspect or have inspected the PM Roof System and/or other areas specified for both covered and excluded roof failures.
3. Owner will immediately authorize implementation of PM repair recommendations for both covered and excluded PM Roof failures and will immediately confirm this authorization in writing.
4. Should any investigation or inspection reveal the cause of a reported leak to be outside of the scope of coverage under this Warranty, then all such investigation and inspection costs shall be paid by the Building Owner, failure to do so will immediately void this Warranty.
5. Owner shall pay all costs of repairing any excluded PM Roof System failures.
6. The owner is responsible for removing/reinstalling any obstructions covering the roof, including but not limited to solar panels, roof top equipment, traffic systems, pavers, etc., which could prevent roof repairs from being completed.

#### Warranty Transfer

This warranty is transferable with the following conditions:

1. PM must be notified via certified mail prior to the sale of the property.
2. PM must be satisfied with the intended use of the structure by the new owner.
3. A transfer fee of \$750 must be paid to PM within 30 days of the sale of the property.

#### Arbitration

Any dispute or controversy between or among the parties arising out of or relating to the PM Roof System described herein shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

Owner or Owner's Representative signature constitutes acceptance of all terms and conditions of this warranty. Warranty is not in effect unless signed by an authorized PM Representative and all invoices have been paid in full to PM and the Certified Licensed Applicator. Owner or Owner's Representative shall immediately execute this warranty and return to PM. Failure to do so within 120 days of receipt shall void this warranty.

Owner/Owner's Representative

Progressive Materials, LLC

Signature

Signature

Printed Name

Christian Roberts

Title / Date

VP Technical Services /

Title / Date

540 Central Court • New Albany, Indiana 47150  
PH (812)944-7803 • Fax (812)-944-7804 • www.pmsilicone.com



Roof Systems of Maine  
332 Target Industrial Circle  
Bangor, ME 04401

September 14, 2020

RE: Town of Hampden Skehan Center Roof

Attn: Raphe St John

Dear Raphe,

Progressive Materials is one of North Americas largest Silicone Roof Coating Manufacturers. We are considered a leader in the Silicone Roof Restoration industry. Our products are sold to experienced Commercial Roofing Contractors that have been trained and certified with our products. Our products have been successfully applied on (hundreds) millions of square feet of roofing across all commercial markets across the world.

Attached are data sheets for Progressive Materials HS3200 and the specified Uniflex product. The only minor difference is the elongation and tensile strength which are on a sliding scale, so if you have a higher tensile (how well it sticks) you will have a lower elongation (how much it stretches). Through our experience we believe our ratio is the best of both worlds. Every Silicone Manufacturer will be slightly different with this test.

	Progressive Materials	Uniflex
Tensile	350 PSI	315 PSI
Elongation	174%	250 %

A major strength that Progressive Materials has over other manufacturers is our inspection process. Our inspectors come out and perform an initial inspection to make sure the roof was applied to our specifications. No warranty will be issued until our requirements are met. After 30 months our inspector will return and reinspect the entire roof. If any deficiencies are found the contractor is required to repair them at no cost to the owner. This process has kept our warranty claims extremely low.

If you have any questions, please let us know!

Sincerely

Matt Clarke

North East Regional Manager

PROGRESSIVE MATERIALS  
PHONE (812) 944-7803 FAX (812) 944-7804 WEB PMsilicone.com  
540 CENTRAL CT  
NEW ALBANY, IN





**PROGRESSIVE  
MATERIALS**

SILICONE  
ROOFING  
SYSTEMS



## RCR SYSTEM PROTECTS SENSITIVE OPERATIONS WATERPROOFING 1.1 MILLION SQUARE FEET

When Interior Climate Matters Most:

### HISTORY

The Gorilla Glue manufacturing facility in Sharonville, OH, is a 1.1 million square foot, state of the art facility. It not only houses the manufacturing equipment, but also accounting and sales offices, an R&D department, shipping and receiving, inventory storage, and meeting spaces. Gorilla Glue, the second largest glue manufacturer in the US, relies on this facility for many different aspects of its operations.

### PROBLEM

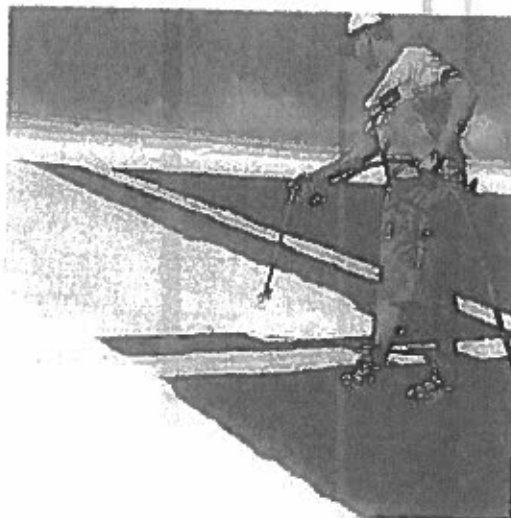
The materials manufactured by Gorilla Glue are precisely formulated. Any excess moisture in the facility can adversely impact the performance of the glue depended upon by millions.

As such, when leaks were discovered in the 25-year-old roof, Gorilla Glue sought to quickly, effectively, and affordably stop the leaks and get their roof back under warranty.

### SOLUTION

While other systems would have required the 25-year-old roof to be torn off and replaced, the Silicone Roof Coating Restoration (RCR) System utilized the existing roof. This process saved time, money, and eliminated waste.

West Roofing submitted a bid to Gorilla Glue that would utilize the Progressive Materials' PCR system and proved they were able to provide the glue manufacturer with the most affordable option. A single application of our white High Solids Silicone Roof Coating would be the perfect system to stop the leaks and provide a warranty to Gorilla Glue - quickly.



PROGRESSIVE MATERIALS

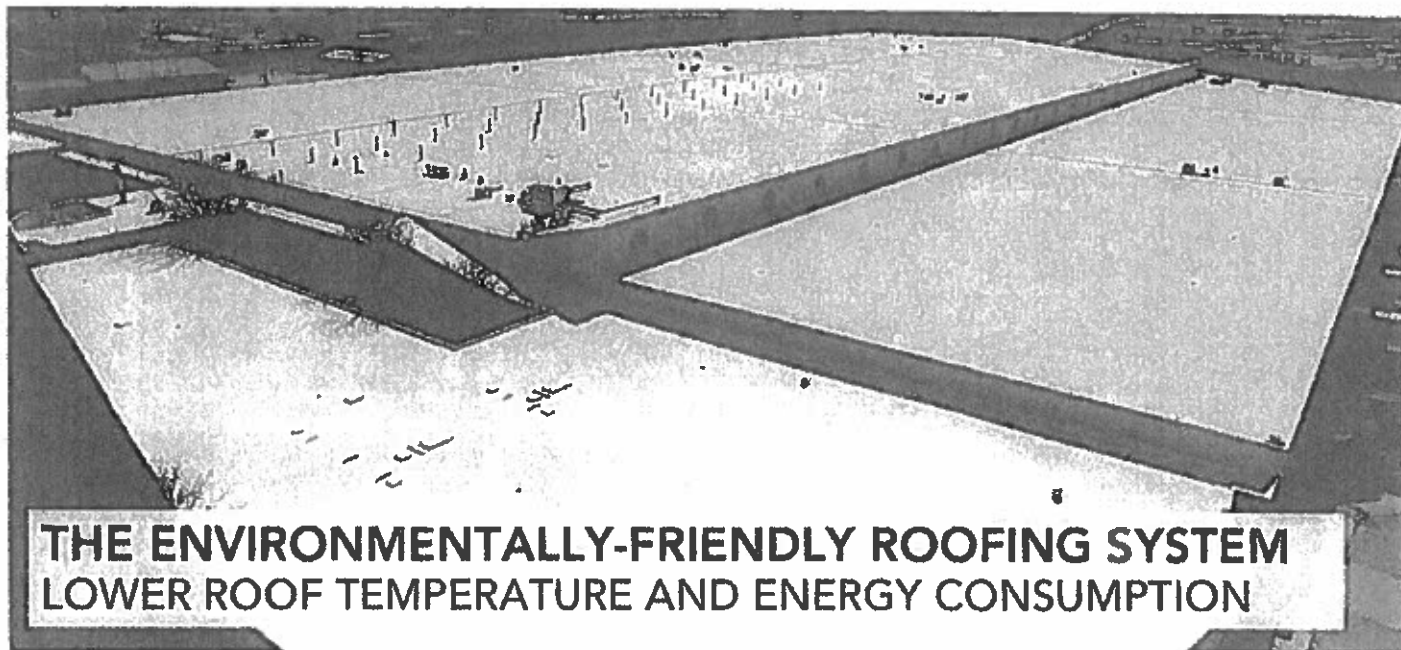
PHONE (512) 944-7803 FAX (512) 944-7804 WEB [PMsilicone.com](http://PMsilicone.com)





**PROGRESSIVE  
MATERIALS**

**SILICONE  
ROOFING  
SYSTEMS**



## THE ENVIRONMENTALLY-FRIENDLY ROOFING SYSTEM LOWER ROOF TEMPERATURE AND ENERGY CONSUMPTION

### White is the New Green

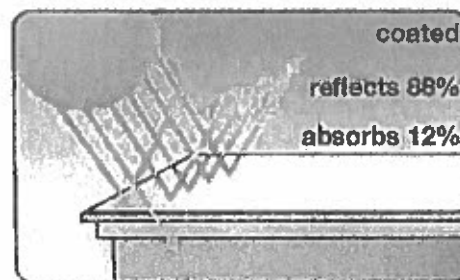
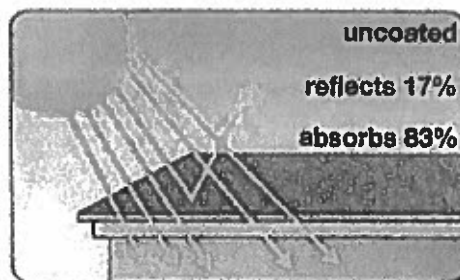
The Silicone Roof Coating Restoration (RCR) System from Progressive Materials provides some of the most robust energy savings of any system on the market. Other systems require new insulation or a completely new roof system to provide energy savings, but our Silicone RCR system provides these benefits utilizing the roof structure already in place.

Once applied, our Silicone RCR system reflects up to 88% of the sun's rays. This reflectivity lowers both the roof temperature and the interior building temperature, reducing your energy consumption and keeping your building occupants more comfortable.

#### COOLER ROOF, COOLER BUILDING

Thanks to its extremely reflective surface, silicone roof coatings can significantly decrease the surface temperature of your roof. Several studies have shown that a white silicone roof coating can decrease the temperature of your roof by 50-60 degrees.

On a 95 degree day, a conventional roof can get as hot as 160 degrees. Meanwhile, a white roof will stay around 100 degrees, barely hotter than the air. This helps to keep your building more comfortable and allows for service and repairs during the hot summer months.



PROGRESSIVE MATERIALS  
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**PROGRESSIVE  
MATERIALS**

SILICONE  
ROOFING  
SYSTEMS

***PRO*eco sil**

**Technical Product Data**

## **HS 3200-HB Series**

High Build, High Solids, Low VOC Silicone Roof Coating

### **BASIC USES & DESCRIPTION:**

**HS 3200-HB Series** Solvent-Free Silicone Roof Coating is a one-component, moisture curing silicone rubber roof coating system designed for use on existing smooth surface BUR, granulated cap sheet, well-adhered acrylic coating, concrete, metal, sprayed-in-place polyurethane foam and various single-ply membrane roofing.

The system provides long-term protection because it resists weathering, aging, oxidation, wind-driven sand, rain and snow, the effects of ozone, ultraviolet radiation and the temperature extremes typically found on roofs. With its high solids content and absence of hydrocarbon solvents, HS 3200-HB Series can be applied in excess of 70 mils in a single coat without blistering, while maintaining maximum adhesion. The HS 3200-HB Series Solvent Free Roof Coating is available in one standard color:

White HS 3201-HB

(Custom colors available upon request at an additional charge)

This product may contribute towards a variety of LEED credit points.

### **COMPOSITION AND MATERIALS:**

HS 3200-HB Series Silicone Roof Coating is a dispersion of silicone rubber. This coating is a one-part, ready-to-use material that can be applied easily to a dry, frost-free surface, and cures at normal temperature and humidity in 1 to 4 hours by reacting with moisture in the air. For applications with lower than normal temperature and humidity levels, expect the cure time to be longer.

### **STORAGE AND SHELF LIFE:**

HS 3200-HB Series has a recommended shelf life of 12 months from date of manufacture when stored in unopened containers and between 40°F and 80°F. Refer to product packaging.

### **APPLICATION:**

Surfaces to be coated with HS 3200-HB Series Coating must be properly prepared. All surfaces must be clean, dry and free of loose particles. The coating should be applied by medium nap roller. For small touch-up work, a brush may be used.

### **PACKAGING SIZES:**

HS 3200 Series Silicone Roof Coating is available in 5 gallon containers.

Revision Date: March 2018

PROGRESSIVE MATERIALS  
540 CENTRAL COURT • NEW ALBANY, IN 47150  
PHONE (312) 944-7803 FAX (812) 944-7804 WEB [PMsilicone.com](http://PMsilicone.com)



# Current Account Status

09/17/2020

Page 1

## G 3-767-00 RESERVE ACCT / REC AREA RES

-350,799.45 = Beg Bal  
0.00 = Adjust

112,696.40 = YTD Net  
0.00 = YTD Enc

-238,103.05 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
07	0033	2106	07/20/20	00559 WESCO DISTRI	WESTERN AVE PARKING	R	AP	297.57	0.00
07	0033	2107	07/20/20	01167 WHITMORE CON	WESTERN AVE PARKING	R	AP	77,925.00	0.00
08	0099	2109	08/03/20	00461 S W COLE ENG	MATERIAL TESTING	R	AP	105.00	0.00
08	0099	2108	08/03/20	01248 PLYMOUTH ENG	PARKING LOT	R	AP	843.13	0.00
08	0117	2112	08/17/20	01167 WHITMORE CON	POOL PARKING LOT	R	AP	28,984.00	0.00
09	0207	2114	09/08/20	01248 PLYMOUTH ENG	PARKING LOT	R	AP	3,210.00	0.00
09	0240	2116	09/21/20	01427 DIRIGO SLIPF	CURBING AT POOL SITE		AP	1,331.70	0.00
<b>Totals-</b>								<b>112,696.40</b>	<b>0.00</b>

## Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	78,222.57	0.00	0.00	0.00
August	29,932.13	0.00	0.00	0.00
September	4,541.70	0.00	0.00	0.00
<b>Totals</b>	<b>112,696.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



**Memorandum**

TO: Town Council  
FROM: Paula Scott, Town Manager  
DATE: September 15, 2020  
RE: Personnel reserve request

As was previously reported to Council, on August 12<sup>th</sup>, I signed a contract with Ben Smith to provide planning services while our planner is on leave. I am requesting a transfer not to exceed \$15,000 from personnel reserve to pay for those services which is for a projected number of hours based upon his and his assistant's pay rates. They will be performing application review and other tasks related to the September and October Planning Board meetings as well as providing weekly support services to staff.

G 3-733-00 RESERVE ACCT / PERSONNEL

-32,495.13 = Beg Bal	0.00 = YTD Net	-32,495.13 = Balance
0.00 = Adjust	0.00 = YTD Enc	

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
Totals-							0.00	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
Totals	0.00	0.00	0.00	0.00



H-e

David I. Ryder (Mayor, Dist. 4)  
Stephen L. Wilde (1)  
Dennis R. Marble (2)  
Terry McAvoy (3)

**TOWN OF HAMPDEN**  
IN THE TOWN COUNCIL

Eric Jarvi (A/L)  
Ivan McPike (A/L)  
Shelby Wright (A/L)

Order ~~2017-05~~ **2020-05**

Adoption: Sept. 6th, 2017

Amended: Sept. 21<sup>st</sup>, 2020

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**ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING**

**ORDERED**, that the Town Council hereby approves the following procedures for public purchasing. This Order rescinds and replaces the Hampden Town Council Bid Procedure Guidelines most recently amended on June 15, 2009.

1. Purposes. The purposes of these Bid Procedures for Public Purchasing are to standardize the purchasing procedures of the Town of Hampden thereby securing for the Town the advantages of a centralized and uniform purchasing policy saving the taxpayers' money and increasing public confidence in the procedures for municipal purchasing; to promote the fair and equitable treatment of all vendors of goods and services; and to set forth the duties and responsibilities of the Department Heads and the Town Manager, thereby fostering interdepartmental cooperation and trust in the purchasing system.
2. Vendor Book List. The Town Manager shall establish a Vendor ~~Book-List~~ organized based on different types of goods and services that the Town may wish to procure, from time to time. Vendors may be added to the Vendor ~~Book-List~~ upon the initiative of the Town Manager or Department Heads, on the basis of vendor responsibility and quality, or upon vendor submittal of qualifications materials. The Vendor ~~Book-List~~ shall be a public document available for inspection upon ~~request, and request and~~ shall be updated by the Town Manager at least annually.
3. Purchasing procedures are established based on the estimated dollar value of the goods or services to be procured:
  - a. Supplies or Services Estimated to Cost less than \$10,000. The Town Manager, or designee, shall handle purchases under a quotation system. Under this system prices are solicited from at least three vendors and the item or service is purchased from the vendor that the Town Manager, or designee, recommends. There is no formal bid advertisement however, and no official sealed bid opening when a quotation is requested. All quotations shall specify delivered prices, terms of payment and cash

## ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

discounts if applicable. If oral quotations are accepted, the Town Manager, or designee, shall make a record of the quotation including the person from whom the quote is received, and the date and time the quote is received.

- b. Supplies or Services Estimated to Cost More than \$10,000 but Less than \$50,000. Department Head shall prepare written specifications as to quantity and quality required, the availability of bid packages or other details, and the date and time when bids must be received. Department Head shall seek written bids from at least three vendors, or such greater number of vendors included in the Vendor ~~Book- List~~ that customarily provide the applicable good or service. Specifications with bid sheet shall be posted to the "Public Bids and Notices" page on the Town of Hampden website, and posted on a bulletin board at the Town Office. The specifications will include the date and hour by which bids must be received in order to be considered. Bidders shall submit bids prior to the date and time specified for opening of bids; late bids shall not be accepted. After opening of all bids, the Department Head or Town Manager will prepare a recommendation regarding the most responsive bidder and report same to the ~~Council's Finance Committee for review. The Finance Committee will report their recommendation to the full~~ Town Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. All bid results will be posted to the Town of Hampden website within three business days after the purchasing is awarded.
- c. Supplies or Services Estimated to Cost More than \$50,000. The Department Head or Town Manager shall prepare an Invitation for Bids describing the Town's requirements clearly, accurately and completely, but avoiding unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders. The Invitation for Bids will be advertised in a newspaper of regional circulation, on the "Public Bids and Notices" page on the Town of Hampden website, and posted on a bulletin board at the Town Office, at least ten calendar days prior to the time set for public opening of sealed bids. The Invitation for Bids will specify the date and the hour of an official public bid opening by the Town Clerk at the Town Office. Bidders shall submit sealed bids prior to the date and time specified for opening of bids; late bids shall not be accepted. After opening of all bids, the Department Head or Town Manager will prepare a

## ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

recommendation regarding the most responsive bidder and report same to the ~~appropriate Council committee for review and said committee, if other than the Finance Committee, will report their recommendation to the Council's Finance Committee for review. The Finance Committee will report their recommendation to the full~~ Town Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. All bid results will be posted to the Town of Hampden website within three business days after the purchasing is awarded.

### 4. Waiver.

- a. Town Council Authorization. When unusual circumstances exist, purchases estimated to cost more than \$10,000 but less than \$50,000 may be negotiated by use of the quotation system as provided in the above Article #3(a), and purchases estimated to cost more than \$50,000 may be negotiated by use of the bid solicitation system as provided in the above Article #3(b), each subject to the approval of the Town Council. "Unusual circumstances" include but are not confined to limited availability of the product or service within the area ~~such as including, but not limited to,~~ blacktop, tar, asphalt, salt, calcium chloride; a limited number of vendors providing a particular good or service; and short term rental of equipment. In its consideration of whether to authorize this manner of purchasing, the Town Council shall consider whether doing so would be reasonably expected to impair the Town's ability to secure the most advantageous purchasing terms.
- b. Town Manager Authorization. The Town Manager may waive the requirements for formal bid solicitation as provided in the above Article #3(c), and may instead follow the procedures in Article #3(b), in cases of emergency or time constraints that would affect the Town's ability to perform mandated functions, provided that the Town Manager shall file a full and complete statement of the reasons for waiving the formal bid solicitation process.

5. Cooperative Purchasing. The Town Manager may make cooperative purchases in conjunction with other governmental entities, without competitive bidding, if he/she determines the purchase is being made after competitive bidding by the cooperative entity or at terms more advantageous than the Town would be likely to obtain by competitive bidding.



## ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

6. Records Retention. The Department Head or the Town Manager shall keep a written record for all public purchases in the amount of \$10,000 or more, which shall include a record of all bids submitted, for six years following the purchase award. All written records shall be available for public inspection, except that proposals submitted in response to an Invitation for Bids remain confidential until the completion of the evaluations or until the time for acceptance specified in the Invitation for Bids, whichever is earlier.
7. Disposition of Town-owned equipment. In the event the Town or Department wishes to dispose of town-owned equipment with a value exceeding five thousand dollars (\$5,000) the Town Council will advertise for bids. Said advertisement shall state an official bid opening by the Town Clerk at the Town Office, specifying the date and hour of the public opening of same. After opening of all bids, ~~they will be turned over to the appropriate Council committee for review and said committee will report their recommendation to the full Council at the next regularly scheduled Council meeting.~~ the Department Head or Town Manager will prepare a recommendation regarding the most responsive bidder and report same to the Town Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids.

For town-owned equipment with a value of less than five thousand dollars (\$5,000), the Town Manager shall handle such ~~sales-disposition~~ under a quotation system notice of public sale. Under this system, there will be no formal bid advertisement. ~~Values are provided by the Department Head or otherwise solicited by the Town Manager.~~ A comprehensive listing of items, including photographs and a minimum price (if applicable) will be posted to the Town of Hampden website. Notice of public sale will also be posted in the customary locations for agenda and informational postings within the Town. Items for public sale will be sold on an "as is" basis with a two-week deadline to submit an offer. At the conclusion of the deadline, and the item is sold to the buyer that the Town Manager recommends. Payment is due within 7 days and no item will be released to purchaser until payment is received. There is no formal bid advertisement however, and no official sealed bid opening when a quotation is requested. After a public sale has been exhausted, the Town Manager shall have the option to send remaining items to public auction.

Equipment that is traded in as part of a separate but related equipment purchase shall not be required to undertake a separate bid process provided that the purchase that includes the trade-in is handled in accordance with these

**ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING**

procedures. It shall be the discretion of the Town Manager as to when a trade-in is the most advantageous to the Town with regard to pricing, timing and any legal requirements.

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Town Clerk:

Paula Scott Gayle Decker

ORDERED by a majority of the Town Council:

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